

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEBRASKA
OMAHA DIVISION**

In Re

**Roberto Elizondo-Chavez, aka
Roberto Elizondo, aka
Roberto Chavez and
Catherine Ann Reid,
Debtors.**

**Case No: 17-81595-TLS
Chapter 13**

**MOTION FOR RELIEF FROM
AUTOMATIC STAY**

(RE: DOC #36)

**Seterus, Inc., as authorized
subservicer for Federal National
Mortgage Association ("Fannie
Mae"),
its successors and assigns,
Movant.**

**Hearing date: 06/18/2018
Hearing time: 10:00 AM**

**STIPULATED ORDER IN SETTLEMENT OF
THE MOTION FOR RELIEF FROM THE AUTOMATIC STAY**

COMES NOW Movant, Seterus, Inc., as authorized subservicer for Federal National Mortgage Association ("Fannie Mae"), ("Movant"), by and through its attorney Jonathon B. Burford, and the Debtors, Roberto Elizondo-Chavez, aka Roberto Elizondo, aka Roberto Chavez and Catherine Ann Reid, ("Debtors"), by and through their attorney, John T. Turco, and enter this Stipulated Order ("Order") in settlement of the above referenced motion, with terms as follows:

- 1) Debtors have granted, and the parties hereto acknowledge, that Seterus, Inc., as authorized subservicer for Federal National Mortgage Association ("Fannie Mae"), has a valid, perfected security interest in certain real property commonly known as 508 W Perry Street, Papillion, NE 68046 (the "Property").
- 2) Debtors agree that they are due and owing to Movant for 6 Post-Petition mortgage payments of \$721.22 (01/01/2018 through and including 06/01/2018), and Attorney fees of \$850.00 and Attorney costs of \$181.00, less a suspense (\$6.65), totaling \$5,351.67, (the "Arrearage"), as of June 1, 2018.
- 3) Beginning July 1, 2018, and continuing the like day of each succeeding month thereafter, Debtors shall timely and fully make their regular



monthly mortgage payments to Movant due on the 1st of each month, according to the terms of the Note.

4) From and after the date of entering this Order, Debtors shall continuously maintain and pay for adequate insurance on the Property and pay all taxes attributable to the Property when due.

5) On or before July 15, 2018, and Debtors shall cure the remaining amount of the Arrearage by making five (5) consecutive, additional, monthly payments of \$891.95, and one (1) consecutive, additional, monthly payment of \$891.92, to Movant due on the 15th of each month, commencing July 15, 2018.

6) Debtors shall send mortgage payments to the following address while in Bankruptcy, until/unless notified otherwise by Movant, or its successors and assigns:

Seterus, Inc. Payments
PO Box 1047
Hartford, CT 06143

7) Debtors and Movant agree that if Debtors fail to timely or fully make either their regular mortgage payment, additional mortgage payments, maintain adequate insurance on the Property, or pay all taxes attributable to the Property, Movant shall notify Debtors and Debtors' counsel, in writing, of the material default. Debtors shall have fourteen (14) days from the date of such letter is mailed to cure said default IN FULL.

8) Debtors and Movant agree that if Debtors do not cure the default within the specified fourteen (14) days IN FULL, then Movant shall provide notice thereof to the United States Bankruptcy Court and relief from the automatic stay shall be granted immediately without further notice or hearing. In the event that a default does occur, Movant shall be entitled to collect all attorney fees and costs incurred in connection with such default.

9) Debtors and Movant agree that if Debtors, at any time after execution of this Stipulated Order, convert the instant Chapter 13 bankruptcy case to a case under Chapter 7, Movant shall notify Chapter 7 Trustee, Debtors and Debtors' counsel in writing, of the contractual arrearage due, if any. Debtors shall have fourteen (14) days from the date the letter is mailed to cure the contractual arrearage IN FULL.

10) Debtors and Movant agree that if Debtors do not cure the contractual arrearage within the specified fourteen (14) days IN FULL, then



Movant shall provide notice thereof to the United States Bankruptcy Court and relief from the automatic stay shall be granted immediately without further notice or hearing.

11) Debtors and Movant further agree that if Debtors' instant Chapter 13 bankruptcy case is dismissed, this stipulated order shall no longer be binding upon the parties as of the date of dismissal, unless agreed to otherwise by the parties in writing.

12) Debtors and Movant agree that Movant's motion be and is hereby DENIED AS SETTLED.

So Ordered:

s/ Thomas L. Saladino

June 21, 2018
Dated: _____

Honorable Judge Thomas L. Saladino
United States Bankruptcy Judge

By: /s/Jonathon B. Burford
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ROBERTO ELIZONDO CHAVEZ
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Catherine A. Reid
CATHERINE A. REID

Copies electronically sent by the court to:

*Jonathon Burford, John Turco, Kathleen Laughlin & UST

*Movant shall provide notice to parties in interest as required by rule or statute.



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